# REQUEST FOR PROPOSALS

##

English Language Proficiency Test (ELPT)

**RFx Number: 3120002021**

**Mississippi Department of Education**

**Office of Student Assessment**

**359 North West Street, Suite 216**

**Jackson, Mississippi 39201**

### Contact: Dr. Jackie Sampsell

# Email: JSampsell@mdek12.org

###  Date of Release: June 29, 2020

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**REQUEST FOR PROPOSALS**

**Mississippi Department of Education**

English Language Proficiency Test (ELPT)

# The Mississippi Department of Education (MDE) through the Office of Student Assessment is soliciting competitive sealed proposals from qualified vendors for an English Language Proficiency Test (ELPT).

Per Section 1111 (1)(G)(i) of the *Elementary and Secondary Education Act of 1965*, as amended by the *Every Student Succeeds Act*, the State will provide for an annual assessment of English proficiency of all English learners in the four (4) domains of Listening, Speaking, Reading, and Writing. The English Language Proficiency Test (ELPT) must be aligned with the WIDA English Language Development (ELD) Standards and the Mississippi College- and Career-Readiness Standards (MCCRS) (or the Mississippi Alternate Academic Achievement Standards (MAAAS) for the Alternate ELPT), be valid, reliable, technically sound, and yield accurate results.

### 1. REQUEST FOR INFORMATION

Questions concerning the solicitation should be sent to: JSampsell@mdek12.org.

The deadline for submitting written questions by email is Friday, July 10, 2020, at 5:00 p.m. Copies of all questions submitted and the responses shall be posted to the MDE’s website [www.mdek12.org](http://www.mdek12.org) under the Public Notices section and shall be available to the general public on Monday, July 13, 2020. **Questions and answers shall become part of the final Contract as an attachment. Written responses provided for the questions are binding.**

#### 2. DUE DATES FOR PROPOSALS

The sealed proposals shall be received by **5:00 p.m.** Central Time (CT) on **Tuesday, July 21, 2020** at the following address based upon the delivery method used:

**2.1 INSTRUCTIONS FOR DELIVERY**

Proposal shall be submitted in writing and be submitted in three-ring binders with components of the solicitation clearly tabbed. The Offeror shall submit binders as follows:

* One (1) binder for an **unredacted** version of the proposal marked **original**. The **unredacted** copy of the entire proposal must be received with vendor identifying information and shall be for the use and files of the MDE only.
* **One (1) binder must be received in two (2) SECTIONS and LABELED Redacted and Unredacted**. The Technical Factor – (REDACTED) must be marked as **EVALUATION**. The Technical Factors must be received **without** identifying information in **Part I, Part II, and Part III.** The Management and Cost Factors (UNREDACTED) must be received **with** identifying information in **Part IV** **Part V, Part VI, Part VII and Part VIII**.(See Section 14, Format and Procedure for Delivery of Proposals on page 32.)
	+ In addition, one (1) USB shall clearly mark the name of the vendor and provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only.

**Ship Proposals to**: **Monique Corley**

(**FedEx, UPS, etc.)** Office of Procurement

 Mississippi Department of Education

 RFx Number: 3120002021

 North West Street

 Jackson, MS 39201

 **(DO NOT OPEN)**

Pursuant to Mississippi Code Annotated §§ 27-104-7 and 31-7-401 through 31-7-423, the State of Mississippi requires a blind evaluation of certain factors not requiring knowledge of the name of an offeror. The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict of interest certification purposes. This list shall only include the name of the Offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the Offeror.

**Restrictions on Communications with the Office of Procurement**

From the issue date of this solicitation until a Contractor is awarded a contract, Offerors and/or their representatives shall restrict communication with any Office of Procurement and Office of Student Assessment (OSA) staff regarding this procurement.

**3.** **RESPONSIBILITY OF THE OFFEROR**

* Ensure that competitive proposals are delivered to the Office of Procurement by the deadline of 5:00 p.m., July 21, 2020, and assumes all risks of delivery.
* At the time of receipt of the proposals, the proposals shall be date stamped and recorded in the Office of Procurement.
* Proposals and modifications received in the Office of Procurement after the time designated in the solicitation shall be considered **late** and shall not be considered for award.
* Incomplete proposals shall not be evaluated and shall not be returned for revisions. No faxed copies shall be accepted.
* Proposals that do not include the required number of copies shall not be evaluated.
* Proposals that do not include one (1) USB clearly marked with the name of the vendor to provide a single document in a **searchable** Microsoft Word or Adobe Acrobat (PDF) format according to the instructions above for the **redacted** version only shall not be evaluated.
* The Proposals transmittal form and all required forms must be signed in **blue ink** by an authorized official to bind the Offeror to the proposals provisions and must be included.
* The Offeror is responsible for ensuring that the **Technical Factors shall have no identifying information, logos, watermarks, etc**. If this is not followed then that Offeror shall be immediately rejected as non-responsive.

# 4. SCOPE OF WORK AND RESPONSIBILITIES

**Introduction**

The Mississippi Department of Education (MDE), through the Office of Student Assessment, is soliciting competitive, sealed proposals from qualified vendors for an English Language Proficiency Test (ELPT). In accordance with Section 1111 (1)(G)(i) of the *Elementary and Secondary Education Act of 1965*, as amended by the *Every Student Succeeds Act*, the State will provide for an annual assessment of English proficiency of all English learners in the four (4) domains of Listening, Speaking, Reading, and Writing.

In December 2019, the MDE received approval from the Mississippi State Board of Education to adopt the WIDA ELD Standards; therefore, the English Language Proficiency Test (ELPT) must be aligned with the WIDA English Language Development Standards and the Mississippi College- and Career-Readiness Standards (MCCRS) (or the Mississippi Alternate Academic Achievement Standards (MAAAS) for the Alternate ELPT), be valid, reliable, technically sound, and yield accurate results.

The Successful Offeror will partner with the state to operationally create and/or implement the assessment in the 2020-2021 academic year. A summary of the key requirements for the assessment is provided below.

**General Summary**

1. Mississippi adopted the English Language Development (ELD) Standards as created by WIDA at the State Board of Education December 2019 meeting.
2. The assessment may include a variety of items types that address English language proficiency in reading/language arts, mathematics, social studies, and science.
3. Students should be tested in an online testing platform; however, some students who require accommodations may need a paper version.
4. The ELPT assessment will be online in the spring of 2021. The online assessment must work with a variety of devices, such as PCs, Macs, iPads, Chromebooks, Windows tablets, or other online devices that may be available to schools in the future.
5. Results from the assessments will be included in the Mississippi Statewide Accountability System; therefore, these assessments must be legally defensible, valid, and reliable.
6. Student results and reports will be needed for districts, schools, teachers, parents, and other audiences.
7. Offeror must demonstrate the ability to be flexible to meet Mississippi requirements and timelines.
8. **Standards and Assessment Alignment**
9. The Offeror must include documentation to demonstrate alignment of the ELP assessment to the WIDA ELD Standards and the Mississippi College- and Career-Readiness Standards (MCCRS) for each grade/grade band in reading/language arts, mathematics, social studies, and science.
10. The offeror must address how English learners (Els) with Significant Cognitive Disabilities (SCD) will be tested using an Alternate English Language Development (ELD) Test, for each language proficiency level at each grade level which align to Alternate ELD Standards and the Mississippi Alternate Academic Achievement Standards (MAAAS). If Alternate ELD standards are not available, describe in detail the plan (with timeline) for its development and implementation.
11. Documentation must be provided to demonstrate full alignment of the ELPT to Alternate ELD Standards. This documentation must contain language proficiency expectations that reflect the language needed for ELs with SCD to acquire and demonstrate their achievement of the knowledge and skills identified in the Mississippi Alternate Academic Achievement Standards (MAAAS)appropriate to each grade/grade band. If Alternate ELD standards are not available, describe in detail the plan (with timeline) for its development and implementation.
12. **Test Development and Design**
13. The MDE will require one (1) Online English Language Proficiency Test (ELPT) per year for each English learner (EL) at each individual grade (K−12) or each grade band (e.g. K, 1, 2−3, 4−5, 6−8, 9−12).
14. Offeror must provide an online and paper version of the screener/placement test for each grade/grade band for the four (4) domains of Listening, Speaking, Reading, and Writing. Optimally, the online screener/placement test should be adaptive.
15. Offeror must produce an online and paper ELP assessment in Braille in the four (4) domains of Listening, Speaking, Reading, and Writing for students with visual disabilities who require a braille assessment. Optimally, an online, refreshable braille ELPT is preferred for students who require a braille assessment.
16. Offeror must produce an online and paper ELP assessment in large print in the four (4) domains of Listening, Speaking, Reading, and Writing for students with disabilities who are sight impaired and require a large print assessment.
17. The MDE will require one (1) Alternate English Language Proficiency Test (AELPT) per year for each English learner with Significant Cognitive Disability (ELSCD) at each individual grade (K−12) or each grade band (e.g. K, 1, 2−3, 4−5, 6−8, 9−12). Mississippi has approximately 175 English learners with Significant Cognitive Disability across grades K−12.
18. Offeror must produce an online and paper ELP assessment in the four (4) domains of Listening, Speaking, Reading, and Writing for students with disabilities who are hearing impaired.
19. Offeror must provide an online and paper version of the alternate screener/placement test for each grade/grade band for the four (4) domains of Listening, Speaking, Reading, and Writing for students with significant cognitive disabilities (SCD). Optimally, the online screener/placement test should be adaptive.
20. If an Alternate ELPT and/or an Alternate ELPT screener/placement test are/is not available, describe in detail the plan (with timeline) for its development, field testing, and implementation.
21. Offeror must provide documentation of test blueprints that provide detail of technical quality, measure the depth and breadth of the WIDA ELD Standards, and that would support the interpretations and uses of the language proficiency results.
22. Offeror must provide documentation that the ELP assessments are tailored to the knowledge and skills included in the WIDA ELD Standards and reflect inclusion of the range of complexity in the standards.
23. Offeror must provide documentation that reasonable and technically sound procedures are used to develop test items.
24. Offeror must provide Proficiency Level Descriptors by grade level and proficiency level for both the ELPT and the Alternate ELPT. If Alternate PLDs are not available, describe in detail the plan (with timeline) for its development and implementation.
25. Offeror must outline a plan for sufficient test form rotation to prevent over-exposure to both test forms and test items.
26. Offeror must provide recommended accommodations by domain based on test construct with basis for recommendations.
27. **Test Administration**
28. The first administration of the Mississippi English Language Proficiency Test, grades K−12, in the four (4) domains of Listening, Speaking, Reading, and Writing must be delivered online in early March 2021. Offeror must propose a system that will efficiently deliver the tests by computer to all schools throughout the state.
29. For special accommodation requests from districts, sealed and serialized paper copies of online tests will be sent directly to District Test Coordinators (DTCs). The contractor will produce paper copies of the online test forms for use in special accommodation situations.

1. **Support Materials and Training**
2. For both the ELPT and the Alternate ELPT components, the following support materials (manuals, guides, ancillaries) used with the test administrations must be developed and delivered by the offeror.
	1. ***Test Coordinator Manual (TCM)***for DTCs and School Test Coordinators (STCs) will be prepared annually in electronic format. This manual will contain detailed information regarding the following:
		1. Registering students and assigning students to tests sessions;
		2. Tasks to complete before, during, and after testing;
		3. Delivery and inventory procedures for accommodated test materials;
		4. Handling secure and non-secure accommodated testing materials;
		5. Ensuring system readiness for test administrations;
		6. Providing appropriate test accommodations for special population students; and
		7. Appropriate steps for closing test administrations.
	2. ***Test Administration Manual* (TAM)** will be prepared and revised annually. The Successful Offeror will submit the test administration manual to the MDE for approval prior to online delivery.
	3. ***Report Interpretive Guide*** to assist teachers, administrators, and parents in interpreting assessment results will be submitted to the MDE in electronic format for posting on the Office of Student Assessment (OSA) Public Access SharePoint portal.
3. The instructions in these manuals will be presented in a user-friendly manner and include graphics and visual aids to illustrate the steps that must be followed. The guides will specify how and why the detailed instructions are critical for the accurate and timely return of test results. Test administration manuals and trainings should include consistent, standardized procedures for the administration of the assessment, including administration with accommodations.
4. If the Offeror has an administration manual or report interpretation guide, these guides should be included with the sample materials for this proposal.
5. The Offeror must provide additional resources including (but not limited to) Proficiency Level Descriptors for each language proficiency level at each grade level, Teacher Resource Guides, and resource materials for English learners for each language proficiency level at each grade level that align to the WIDA ELD Standards and the Mississippi College- and Career-Readiness Standards (MCCRS).
6. The Offeror must provide additional resources including (but not limited to) Proficiency Level Descriptors for each language proficiency level at each grade level, Teacher Resource Guides, and resource materials for English learners with Significant Cognitive Disabilities (SCD) for each language proficiency level at each grade level which align to the Alternate ELD Standards and the Mississippi Alternate Academic Achievement Standards (MAAAS).
7. The offeror will also provide all PowerPoint presentations, etc. in electronic format for MDE use. Formats must be appropriate for development of presentation slides, publications, and Internet website use (including Adobe® Acrobat® PDF and Microsoft® Word® formats).
8. Training (face-to-face and on-line via webinars and learning modules) and support for the assessment must be provided by the Offeror to district test coordinators, school test coordinators, test administrators, district EL coordinators, district special education directors, and federal program directors for the assessment component.

1. The online assessment training will consist of five (5) half-day, hands-on trainings (for a total of ten (10) sessions with 30 district persons per session) for operating the online assessment software for test session setup and test administration. This training will occur during the first week of February annually.
2. The paper assessment training will consist of three (3) half-day, hands-on trainings (for a total of six (6) sessions with 25 district persons per session) for paper-based test administration, including administration with accommodations.
3. Attendance and participation must be tracked by the vendor for both the assessment training and the professional development training. A copy of the final attendance/participation roster with completed sign-in and sign-out sheets must be delivered to the designated EL program coordinator in the MDE/Office of Student Assessment within five (5) business days after the last date of the event.
4. The MDE Office of Student Assessment retains the right to approve the trainers for all workshops.
5. The Offeror shall work with the MDE staff detailing the content of both the assessment training and the professional development training prior to the delivery. The Offeror shall describe its plan to create the materials for each training session and webinar providing the MDE with at least three (3) weeks to preview the materials and make any necessary changes to be incorporated into the training materials before they are to be used.
6. The Offeror must include in its proposal a detailed plan of action and timeline that describe how and when each of the training and support tasks will be accomplished based on the information provided in this RFP. Offerors may also include other beneficial training materials in their response such as e-learning modules and online tutorials for users.
7. Offeror must provide professional development (curriculum/instruction related training) for teachers. This must be an existing system that is customizable based on the needs of Mississippi. The professional development training must provide teachers and administrators with the knowledge base to:
	1. effectively read and interpret student and district reports in order to determine the instructional needs of the student;
	2. utilize the developed resources to improve student outcomes;
	3. align resources to the WIDA ELD Standards for use in the general education classroom;
	4. support English learners in the special education setting; and
	5. utilize strategies for implementing instruction aligned to the WIDA ELD Standards.
8. The requested face-to-face professional development (curriculum/instruction related training) includes the following topics:
9. understanding and unpacking the ELD Standards;
10. instructional strategies to support EL and ELSCD in the elementary, middle, and secondary grades who are at different language proficiency levels; and
11. understanding the ELPT student reports and other resources available from the Successful Offeror.
12. The requested professional development (curriculum/instruction related training) for 15 (a) and 15 (b) should include at least six (6) days of each training annually [two (2) days of face-to-face training in each of the three (3) regions in Mississippi (northern region, central region, and southern region)]. The capacity of each session should be 75-persons. The requested professional development (curriculum/instruction related training) will be repeated annually for new staff and will take place in a central location (Jackson MS vicinity).
13. The requested professional development (curriculum/instruction related training) for 15 (c) should include six (6) days of training annually [two (2) days (with 2 sessions each day) of face-to-face training in each of the three (3) regions in Mississippi (northern region, central region, and southern region)]. The capacity of each session should be 50-persons. The requested professional development (curriculum/instruction related training) will be repeated annually for new staff and will take place in a central location (Jackson MS vicinity).
14. Technology Director Training sessions must be provided to district IT personnel on the setup, operation, and features of the online assessment system. It must include training on the physical and electronic security of assessments, system requirements for implementing the online assessment, and troubleshooting of technology issues at the school or district site. Training must include a visual as well as oral presentation and may include other types of interactive technology. The technology training sessions shall be recorded and archived as a potential future training or reference resource.
15. The Successful Offeror shall be mindful of and ensure the provision of all facility and training accommodations that are required by the *Americans with Disabilities Act*.
16. The state is interested in using technology to the best extent possible; therefore, other types of technology-based assistance for students and/or school personnel (such as training videos, online testing training, electronic materials, automated online practice tests, etc.) shall be proposed by the Offeror for delivery to schools.
17. A knowledgeable and appropriate representative of the Offeror will be asked to attend and participate in biannual district test coordinator training for the first two (2) years of the program and should be prepared to do so in subsequent years of the contract if asked to do so. The MDE EL Program Coordinator, in conjunction with the Successful Offeror’s program manager, must develop a Microsoft® PowerPoint® presentation for the DTC training sessions twice a year. The presentations will provide program information and updates on the Spring annual ELPT and AELPT administrations.
18. **Shipping**
19. All paper test materials, Individual Student Reports, and Student Record Labels must be sent to the shipping address for the respective districts with a brightly colored label on the shipping box stating:

**ATTENTION: DISTRICT TEST COORDINATOR**

**SECURE ELPT/AELP TEST MATERIALS**

1. **Customer Support**
2. Offerors should respond to the requirements below with the understanding that it is the MDE’s expectation that technical and logistical support will be provided in a responsive manner that minimizes school personnel and student burden, disruption, and inconvenience.
3. The Successful Offeror will provide a toll-free customer service number and a trained customer service representative (Program Coordinator) who is solely dedicated to this project. This person must be named in the proposal and the MDE must approve the named person.
4. Available vendor Help Desk and vendor Technical Support Desk that will respond to e-mail or telephone queries from teachers and administrators, depending on area of inquiry. The hours of operation must cover 7:00 a.m. – 5:00 p.m. Central Time (CT) on Monday-Friday during the operational test dates. Vendor must respond to queries within one (1) business day or less.
5. When customer service staff are not available to take a call, callers will be allowed to leave messages, and their calls will be returned within one (1) business day or less.
6. Detailed call/e-mail logs must be compiled into one (1) Microsoft Excel spreadsheet file and delivered to the designated EL program coordinator in the Office of Student Assessment within ten (10) business days after the last day of the operational test. Call/e-mail log information should include caller/e-mailer name, district, school, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that the MDE may sort by district, school, date, etc. Among other information, this will allow the MDE to determine the frequency of issues that arise before, during, or after assessments. The electronic record will also be used to produce a frequently asked questions (FAQ) document and/or to inform future trainings.
7. The Successful Offeror shall notify the MDE of any communication with the field regarding urgent or sensitive issues.
8. The Successful Offeror’s customer service staff may initiate e-mail communication in order to inform the district test coordinators of approaching deadlines, deliverables, webinar information, etc.; however, the EL program coordinator must be copied on all e-mail communication between the contractor and the districts. Concomitantly, all written communication must first be approved by the EL program coordinator.
9. In addition to the “help” functions embedded in the assessment software and automated online or phone in support services, the Successful Offeror shall provide customer support for the installation and use of the online assessment software that includes phone accessible support personnel. The Offeror will host weekly technology telephone conference calls open to all district technology personnel and district test coordinators to discuss any tech-related questions or issues. These conference calls will begin two (2) weeks prior to the opening of the testing window and end during the last week of the testing window.
10. **Processing, Scoring, and Reporting**
11. Vendor must provide to the designated EL program coordinator in the Office of Student Assessment (OSA) the electronic file format for the upload of the pre-idstudent file and the final data master file by or before November 30 annually.
12. Vendor will process and score all domains of the ELPT and AELPT assessments.
13. Vendor will process and score the ELP and AELP screeners/placement tests.
14. The Offeror must document a system to identify and notify the MDE of any disturbing responses from students. Upon approval by the MDE, the selected Offeror will be responsible for notifying the LEA of the disturbing response.
15. The Selected Offeror shall describe their plan for accomplishing all tasks related to resolution of data errors and quality control.
16. Offerors will describe how they will implement and utilize check-in procedures for the receipt of paper-based materials that meet the requirements necessary to provide effective control and accounting of materials. Paper copies will only be needed for students who require this accommodation.
17. The Selected Offeror will send to the MDE a “Preliminary Missing Materials” report within 15-business days after the end of the testing window. A final report is due within 25-business days after the end of the testing window for each assessment.
18. The Offeror must provide ELD and AELD Achievement Standards: The Offeror must have cut scores for every grade/grade band, content domain/language domain, and/or composite for which proficiency-level scores are reported.
19. Per federal regulation, if an English learner cannot be assessed in one (1) or more ELPT domains due to a disability, and there is no appropriate accommodation, then the student’s English language proficiency will be based on the domains that can be assessed. Offeror must explain the calculations required to meet this requirement and how it will include the disability preclusion (DP) in the final master data file submitted to the state and in the respective district, school, and student reports.
20. The Individual Student Report, Parent Report, and Teacher Report must include (at a minimum) the scale score and proficiency level for each domain tested: Listening, Speaking, Reading, and Writing. Preferably, student reports should be provided in an understandable and uniform format and written in a language that the parents and guardians can understand. Additionally, if requested by a parent who is an individual with a disability, reports must be provided in an alternate format accessible to that parent.
21. Appeals Process: If a district contests a student’s score, each domain must be re-scored by hand rather than computer. The rescore will be at the expense of the district if no error is found. If a scoring error is found, the Offeror will bear the cost of the rescore and will reprint the student’s Proficiency Report and provide it to the district.
22. Offeror will provide a documented report of the scoring process, including scorer drift studies for hand scored material, both for internal consistency in the annual Technical Report.
23. The following reports must be included in the online reporting system:
	1. Individual Student Report (Student Proficiency Report)
	2. Student Cumulative Record Label
	3. Teacher Report
	4. Parent Report
	5. School Roster Report
	6. School Summary Report
	7. District Roster Report
	8. District Summary Report
	9. State Report (by district by grade by proficiency level)
	10. Longitudinal Growth Report
	11. Electronic data file must be downloaded (via a secure site) to the designated program coordinator in the Office of Student Assessment (OSA).
	12. Translated Student Reports and Parent Reports should be available (online) in a variety of languages.
	13. Reports should be available in an alternative format accessible upon request by a parent who is an individual with a disability as defined by the ADA.
	14. Report Interpretation Manual
24. An online, secure reporting site for the DTC to access district-level, school-level, and individual student-level reports for their district and schools.
25. One (1) copy of the Individual Student Report and one (1) copy of the Parent Report must be shipped to each respective district for every English learner that tested in the district.
26. The MDE will not receive paper reports; only the electronic version of the master data file will be transmitted to the MDE via a secure site.
27. **Psychometric Analysis**
28. The Offeror must include documentation to demonstrate alignment of the ELP assessment to the WIDA ELD Standards and the MCCRS for each grade/grade band in reading/language arts, mathematics, social studies, and science.
29. The Offeror must include documentation to demonstrate full alignment of the Alternate ELD Standards to both the MCCRS and the Alternate ELD Standards for each grade/grade band in reading/language arts, mathematics, social studies, and science.
30. The Offeror must ensure that the Alternate ELD Standards include language proficiency expectations that reflect the language needed for ELs to acquire and demonstrate their achievement of the knowledge and skills identified in the MCCRS appropriate to each grade/grade band.
31. A design and development process must be detailed to support comparable interpretations of results for students tested across the versions (e.g., online versus paper-based delivery within a grade level) of the assessment. Documentation of adequate evidence of comparability of the meaning and interpretations of the assessment results must be provided to the MDE.
32. The Offeror shall describe in detail its plan for the psychometric, research, and technical analysis activities. The plan must describe each step in the psychometric, research, and technical activities.
33. The Successful Offeror must provide the MDE with all appropriate test statistics and information including test information functions, differential test function information, and validity and reliability measures. Examination of performance task data from the operational assessment must include reliability information, percentages of students in categories, materials used during review, and any other relevant information.
34. Following each test administration, the offeror must provide an Equating Report to the MDE that discusses scaling procedures, linking sets, test construction curves, raw score to scale score conversions tables, and other processes involved with the scaling and equating procedures.
35. The Offeror will provide a new parallel test form for each grade tested. The new form will be equated to forms from the previous year by using item statistics contained in the secure item bank.
36. The Offeror will conduct bias, reliability, validity, usefulness studies and include the data from those studies in the technical reports submitted to the MDE. Validity studies and supporting psychometric analyses should be conducted annually and ongoing.
37. A design and development process must be detailed to support comparable interpretations of results for students tested across the versions (e.g., online versus paper-based delivery within a grade level) of the assessment. Documentation of adequate evidence of comparability of the meaning and interpretations of the assessment results must be provided to the MDE.
38. Technical Peer Review Requirements. The Offeror shall provide its plan for conducting the studies necessary to meet all technical requirements of the most current edition of the U.S. Department of Education’s (ED’s) *Peer Review of State ELP Assessment Systems,* especially Sections 3 and 4, Technical Quality. The Offeror must describe its plan for providing the best and most cost-effective studies for meeting the peer review requirements. Included in these studies, the Offeror shall describe in detail how it will conduct studies to verify and support the validity of interpretations drawn from test scores. The Offeror shall also propose its strategy for developing studies that investigate the intended and unintended consequences of the Mississippi assessment components including alignment studies, student privacy, validity, reliability, and accommodations. The Offeror shall indicate how the studies will support the MDE’s response to each ELP peer review critical element.
39. Technical Report or Manual. The contractor will deliver annually a technical report (manual) that provides details of the test development process, validity and reliability of the assessments, standard setting information (if done), and all other information necessary to support the MDE’s compliance with the most current edition of the U.S. Department of Education’s (ED’s) *Peer Review of State ELP Assessment Systems*. Specifically, the contractor will provide a state-specific (Mississippi) Technical Report that addresses each content area tested. The Technical Report will include all relevant psychometric information for the ELPT. The report will be completed within three (3) months of the first operational administration and revised annually thereafter. A copy of the updated report will be delivered to the MDE by August 15 annually.
40. The Technical Report must include, but is not limited to, the following:
41. Purpose
42. Test blueprint
43. Test development
44. Validity
45. Reliability
46. Accommodations and testing of students with special needs
47. Security
48. Administration
49. Scoring
50. Equating
51. Scaling
52. Standard setting (if done)
53. Reporting
54. Appropriate use and interpretation of test data

1. Appendices should include related materials such as administrative regulations, state standards, sample items, committee rating forms, frequency/percentile distributions, state and district performance summaries by ethnic group, and other pertinent information.

1. Technical Advisory Committee. The Successful Offeror will work with the MDE to determine program topics pertinent for discussion at the Technical Advisory Committee (TAC) meetings. The contractor should plan for three (3)TAC meetings which will be conducted in Jackson MS each year. The contractor will assume all costs associated with sending appropriate representatives from their organization to these meetings. Additionally, representatives must be available for phone conferences with the TAC upon request from the MDE. The Offeror does not pay for any other costs than for their own staff’s participation in the meetings.

1. **Web-Based Online Test Delivery and Security Requirements**

1. The Offeror’s work plan must provide a detailed description of its proposed web-based online test delivery system for both the ELPT and the Alternate ELPT components. This plan must describe each step in the deployment of the test delivery system and must provide a feasible schedule for all online test delivery system activities from start to finish that is reasonably reflective of future contract years.
2. Mississippi does not have established minimum technology standards for schools within the state. Support from the Successful Offeror must include the following technical standards at a minimum:
	1. The Offeror must provide proof of FedRamp compliance.
	2. The Offeror is required to “harden” their servers. Hardening these servers includes the following:

		1. Regularly installing all service packs, patches, and updates after appropriate integration testing;
		2. Disabling all unnecessary services, devices, and accounts;
		3. Enabling appropriate logging and routine log activity review procedures;
		4. Establishing adequate access and control mechanisms;
		5. Ensuring user authentication and data protection;
		6. Performing routine scans for vulnerabilities and configuration weaknesses;
		7. Setting security parameters and file protections;
		8. Enabling firewall software on the server; and
		9. Maintaining virus scanning software on all servers.
	3. The Offeror must encrypt data in transit and at rest.
	4. The Offeror must follow these guidelines for the purpose of protecting passwords:

		1. Passwords must not be disclosed to anyone except in emergency circumstances or when there is an overriding operational necessity.
		2. Hard copies of passwords (i.e. printed out or written down) should be considered sensitive.
		3. Passwords must not be sent in clear text over the network. Secure Shell (SSH) and Hypertext Transfer Protocol Secure (HTTPS) must replace Telnet and Hypertext Transfer (HTTP) for authentication.
		4. Passwords must be unique per user.
		5. The password change interval is a maximum of 90-days.
		6. Default passwords must be changed.
		7. Passwords must be required on all user accounts.
		8. Passwords suspected to be stolen or cracked must be changed immediately and notification must be given the agency.
3. The state desires for the system to be interoperable based on the standards being developed for the common state assessments. The technology system proposed with this project for delivery, scoring, reporting, banking etc. should comply with industry interoperability standards such as the Common Educational Data Standards (CEDS) and the Assessment Interoperability Framework (AIF) (see: <https://ceds.ed.gov/aif.aspx>) Question and Test Interoperability (QTI) and Accessible Portable Item Protocol (APIP).
4. The respondent should describe the process used and evidence evaluated to demonstrate how the proposed system meets interoperability standards.  Specifically, the items should conform to all required elements in the APIP core standards in order to provide for seamless exchange of digital content and to allow for tagging of accessibility information.
5. The Offeror shall include a plan that specifically addresses implementing a web-based online test delivery system for all students. It is the expectation of the MDE that all students will be tested online except for students testing on

paper for accommodated reasons.

1. The MDE must approve the new online delivery system to be used for the online test including, but not limited to, a review of the ELPT within the system, security of the system, validation procedures for students to participate in the online ELPT, the school-/district-level management of the system, and the procedures in place by the Offeror to monitor each administration.
2. The Successful Offeror shall provide the State with a detailed Infrastructure Plan, which will incorporate all components required to meet industry standard best practices, and at a minimum include the following: hardware; software; network; active directory services; database; caching capabilities; configuration; contractor resources for implementation; timeline segment in accordance with the Project Plan; and testing and validation.  The Successful Offeror shall review and update the Infrastructure Plan as needed throughout

the project; however, the MDE shall have final approval of the Infrastructure

Plan and any modifications.

1. The Successful Offeror's web-based hosted infrastructure service must provide for delivery on wireless networks with comparable performance to wired networks. Documentation must support this performance comparability. Application must be delivered within a secure browser that restricts access to the desktop and Internet, based on the requirements of the MDE. The Offeror

must indicate how it proposes to fulfill this requirement.

1. The Successful Offeror shall be prepared to support and update all releases of the platform. The Offeror shall indicate how it proposes to fulfill this requirement.
2. The Offeror shall describe in detail how it will assure that all items placed in its web-based test delivery system will appear on students’ computer screens as intended for the variety of types of computers, operating systems, and connectivity. The Offeror shall also describe its strategy for ensuring that new systems and all interfaces function properly when releasing new versions of

any software application.

1. The Successful Offeror is expected to adhere to and meet the evolving expectations of industry standards in online accommodations (i.e. QTI, SIF). The Offeror must describe the extent to which its system currently meets the APIP standards and specifications.
2. Based on the Successful Offeror’s recommendation and input from the field, the MDE will determine what tools and accommodations will be provided, as well as which can be turned on or off by students. The Offeror shall discuss how the tools and accommodations accessed by the student during testing will be tracked as well as how student profiles will be created and/or uploaded to allow for appropriate accommodation options and tracking during testing. The Offeror shall specify the extent to which its system can provide the following:
	1. Navigation tools including navigation buttons such as next, back, skip to, and flag for review;
	2. Test taking tools including highlighter, notepad, strikethrough, and exhibit window;
	3. Writing tools including cut, paste, copy, undo, redo, font format, and paragraph format among other basic word processing functionalities;
	4. Visual accommodation tools including magnification, reverse contrast, selection of foreground and background colors, color overlay, masking, adjustable font face, and alerts to test takers that alternate tactile representations are available; and
	5. Additional accommodation tools including virtual keyboards and sign language/sign system presentation (directions only) for the ELPT.
3. The Successful Offeror’s test delivery interface shall include all of the information and resources required to make a test item accessible for students with a variety of disabilities and special needs. The Offeror shall discuss the extent to which its test delivery interface includes accommodations. Provide a list of included accommodations, accessibility features, and universal features.
4. Audio accommodation options for each domain. The discussion should include the read aloud, alternate text tags, captioning, text within a graphic or table to be read aloud, audio for all on-screen text in each domain. How the audio for an item may be altered to eliminate cuing should also be discussed.
5. The Offeror shall discuss the extent to which its web-based test delivery system will be compatible with third-party devices and software that allow accommodations to be offered to students with disabilities for accommodations that cannot be built into the Offeror’s system. Devices that can be used with the test delivery interface include alternate keyboard, alternate mouse, refreshable Braille displays, Braille note-takers, keyboard emulators, and

alternative and augmentative communication devices.

1. The Offeror shall discuss how individual student profiles are created or imported into the system to select and make available appropriate

accommodations based on student need.

1. The Offeror shall also describe how its system works with district/school

content filtering systems and firewalls.

1. The online data collection system design must be flexible so that software modifications, database changes, and reporting requirements can be made efficiently and cost effectively. The Offeror must indicate how it will assure that

this can be accomplished.

1. The Successful Offeror’s system must be able to upload student rosters or similar information from schools and districts for students not included in the pre-ID data file provided by the MDE/OTSS. The Offeror must explain how its system will accommodate for students who have moved in and out of a school

or district since the rosters were created.

1. The Successful Offeror’s system must show real-time online testing status and statistics by domain and district. This status will be available to the MDE and districts. (For example, number of students testing by district and school, total tested by domain, and total who have not started testing.) Daily status reports shall be available for viewing on a dashboard or in the testing system.
2. The Successful Offeror's system shall have the ability to collect test codes, accommodation codes, and other demographic information by administration

for online assessments before, during, and after testing.

1. The Offeror shall discuss how its system responds to interrupted Internet services without the loss of data, including student responses. The Successful Offeror’s online data collection system must have a time-out or similar locking mechanism to prevent unauthorized access in the event that a student, while entering data, must immediately evacuate the area due to an emergency such as a fire or tornado. This must also include an auto-save feature in order for the student to resume where they left off when the emergency or the time-out occurred. The Offeror shall propose how they will address this issue.
2. The Successful Offeror shall provide the MDE and selected technical advisors with a secure, password-protected, web-based system for the purposes of analyzing the assessment processes and the resultant data. The MDE shall have access to and oversight of all aspects of online performance during the data collection windows and access to captured data after the data collection windows close. The Offeror shall propose how this can be accomplished.
3. The Successful Offeror must provide access to the online data collection system via a unique log-in ID and password. All communications directly from the Successful Offeror to the field (DTCs, STCs, or others) must be approved in advance by the MDE. The Offeror shall indicate how it proposes to do this. The Offeror shall describe its procedures for ensuring that students take the assessment under the correct name using the appropriate name, log-in ID and password.
4. The Successful Offeror shall ensure the reliability of information technology used in the transmission and function of computer-based assessments. The Offeror shall provide a draft plan detailing the deployment and operation of information technology and contingencies for the failure of information technology systems. The Offeror must identify its metrics for system performance.
5. The Offeror shall agree at all times to maintain network system and application security that, at minimum, conform to current cyber security standards. The Offeror must agree to document all cyber security expectations to the State of Mississippi Policies and Standards in response to this RFP. Special
consideration must be made to ensure the security of Personally Identifiable

Information (PII) stored or processed by the system.

1. The Offeror shall describe the overall approach to security in its proposed system.  The Offeror shall describe all cyber security exceptions to state policies and standards in response to this RFP.  Challenges that the Offeror may encounter for meeting cyber security standards during this project and how those challenges can be mitigated shall also be identified. The Offeror shall

discuss the features of its system which prevent infiltration.

1. The Offeror shall describe the issues/challenges and any problems that arose in its history with online ELP administrations. The Offeror must describe and indicate the level of impact to school personnel, students, scores and timeline for reporting. The description shall include the steps taken by the Offeror or

sponsoring agency to resolve those issues.

1. At the discretion of the MDE, Offerors may be asked to demonstrate their online systems on site at the MDE in Jackson, Mississippi, at the Offeror’s expense. If requested, Offerors will come on site and demonstrate their online test delivery systems to the MDE staff to enable said staff to understand what is being offered from a systems standpoint, what features and functionality have already been developed, and what features are yet to be developed. Offeror should address how the proposed system meets the interoperability criteria defined by the Common Educational Data Standards (CEDS) Assessment Interoperability Framework (AIF).  <https://ceds.ed.gov/aif.aspx>.
2. **Corporate Capacity**
3. A general description of the Offeror’s capabilities and capacities related to development, production, shipping and receipt, online and paper administration, scoring, data processing, reporting, and psychometric activities for the English Language Proficiency Assessment must be included. Responses must demonstrate that the Offeror has, at a minimum, the qualifications and experience to work with a language proficiency assessment for English learners. The description shall also identify the number of employees in the company and the company’s location(s), including any presence in Mississippi.  The overall capacity of the Offeror’s organization(s) and the resources that it will commit to the work for the project (by name and role in project) shall be provided.
4. Specific examples of the Offeror’s management work products, such as, management plans, project calendars, schedules, risk management strategies, etc., should be identified under the relevant requirements and specifications and provided in attachments as appropriate. The MDE expects to receive the same or better quality of work throughout the contract, including any extensions, as the examples that are provided in the proposal.
5. **Meetings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Meeting Type** | **# of Annual Meetings** | **# of SEA Staff Attending** | **Vendor Attendance** |
| Bias Review  | As Needed | 2 State Staff | Yes |
| Content Review  | As Needed | 2 State Staff | Yes |
| Standard Setting | As Needed | 2 State Staff | Yes |
| MS Technical Advisory Committee  | 3 (April, August, November in Jackson MS) | Open to MDE Personnel | Yes, if ELPT/AELPT is on the agenda.  |
| Planning Meeting | 1 (July in Jackson MS) |  8 State Staff | Yes |

1. **Calendar of Events**

|  |
| --- |
| ***Tentative* ELPT/AELPT Master Schedule** |
| **Start Date** | **End Date** | **Tasks**  |
| By October 8, 2020 | First planning meeting  |
| 10/19/2020 | 10/23/2020 | Online system permission hierarchy for Mississippi districts |
| 10/8/2020 | 11/4/2020 | Window for all districts to complete a technology survey to ensure minimum tech requirements in each testing district |
| 11/16/2020 | 12/11/2020 | ELPT/AELPT Administration Training planning |
| 11/30/2020 | 12/18/2020 | Vendor e-mails assessment training invitation to DTC's. Also, the MDE will send via DTC listserv. (Registration #1) |
| 11/25/2020 | 12/8/2020 | Provide student pre-id data upload file layout and final master results file layout to the MDE  |
| 12/1/2020 | 1/15/2021 | Paper test material order forms due to Vendor from district test coordinators |
| 12/2/2020 | 1/5/2021 | MDE to review and finalize manuals for online and paper testing  |
|   | 1/15/2021 | Student Pre-ID Data File to Vendor |
| 1/6/2021 | 1/22/2021 | Vendor e-mails assessment training invitation to DTC's. Also, the MDE will send via DTC listserv. (Registration #2 to fill available seats, if needed) |
| 1/21/2021 | 1/21/2021 | Vendor will host Technology Setup Webinar for all Mississippi districts |
| 2/1/2021 | 2/5/2021 | F2F Sessions for the ELPT/AELPT Administration Training |
| Week of 2/1-5/2021 | Paper test materials arrive in districts |
|   | 2/14/2021 | District deadline to order large print/braille ELPT/AELPT |
|   | 3/23/2021 | District deadline to order additional paper based ELPT/AELPT materials |
| 3/1/2021 | 4/9/2021 | ELPT/AELPT test window |
|   | 4/9/2021 | Testing system closes at 5:00 p.m. CST |
|   | 4/16/2021 | Final day for paper documents to arrive at scoring facility |
| 5/17/2021 | 5/28/2021 | MDE review of master data file  |
|   | 6/15/2021 | Final master data file to MDE |
| 6/15/2021 | 6/15/2021 | Webinar: Accessing and Reading Student Reports  |
|   | 6/17/2021 | Student results available to DTCs and STCs |
|   | 6/22/2021 | Final invoice sent to MDE by 12:00 p.m. |

1. **Project Administration Requirements for Vendor**
	* Although the Mississippi Department of Education may provide some project guidance, the OSA expects the Offeror to provide expertise and to independently perform all project management, data gathering, analysis, status reports, and writing and presentation tasks as required by this solicitation.
	* Offeror shall conduct entrance conference with the MDE OSA and shall present and provide written information to division staff, including project scope and objectives, planning approach and methodology, anticipated timelines for data gathering and analysis, timelines for key project milestones and deliverables, and an introduction to the project manager and staff.
	* Offeror shall deliver status reports to the Contract Administrator electronically every quarter, provide hard copy status reports suitable for dissemination to the State Board of Education, and in addition make any special status reports by telephone, email, or in person as soon as practical upon request of the Contract Administrator.
	* Offeror shall provide full written report and formal presentation of report to Subcommittee on School Accreditation and Accountability that addresses all elements listed in the Scope of Work and Responsibilities in Section 4. Additionally, Offeror shall make available a concise report to include executive summary, findings, and recommendations only.
2. **Project Documentation and Supporting Expertise Requirements for Offeror**
	* Assure that evidence of findings and recommendations are well-documented, thorough and that all items contained in the Scope of Work and Responsibilities in Section 4 are explicitly addressed in the report.
	* Maintain working papers and ensure traceability by Contract Administrator to reconstruct sources or logic.
	* Assure that all models, graphs, flowcharts, and tables in the report are free-standing and require minimal consultant explanation to lay readers.
	* For each task listed in the Scope of Work and Responsibilities in Section 4, identify potential risks that the Offeror shall not be able to perform the task, and how the Offeror plans to reduce those potential risks. Offeror should accept that there shall be risks and factors affecting performance and must be realistic in assessing them.
	* Disclose any dependency on or assumptions about time and resources necessary from the Department of Education for the Offeror to perform.

## 5. TIME FRAME

The anticipated initial contract period shall be from the date the contract is executed through June 30, 2021, with four (4) optional one (1) year renewals and a final period of six (6) months for a total of no more than 60 months.

Renewal of contract for subsequent years shall be determined annually and shall be contingent upon successful completion of the services in the preceding year’s contract and a performance-based evaluation.

A contract shall be awarded to the vendor whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth in the solicitation.

**6. TYPE OF CONTRACT**

It is anticipated that this contract shall be a fixed price contract with payment made upon completion of tasks identified within the proposal.

## 7. CONTRACTOR DELIVERABLES

The contractor shall be responsible for all tasks and deliverables required to complete the project as described in the Scope of Work and Responsibilities in Section 4. It is anticipated that this shall include, but not be limited to, the following:

|  |  |
| --- | --- |
| **Deliverable** | **Deliverable Date** |
| Non-secure materials in District (e.g. TAM and Teacher Guides) | No later than four (4) weeks prior to testing |
| Secure materials in District | No later than four (4) weeks prior to testing |
| Online tutorials available for District use | No later than eight (8) weeks prior to testing |
| Online test delivery system demonstration | No later than eight (8) weeks prior to testing |
| Online test delivery system available for District installation/download | No later than four (4) weeks prior to testing |
| Test forms loaded in online test delivery system and online test delivery system ready for testing | No later than four (4) weeks prior to testing |
| Reporting: Individual Student-Level Fileposted | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: Individual Student-Level File Electronic Reports posted | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: State-Level Master File(s) posted  | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: District-Level File(s) posted | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: District Electronic Reports posted | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: School-Level File(s) posted | No later than June 23, 2021 (4:00 p.m. CST) |
| Reporting: School Electronic Reports posted | No later than June 23, 2021 (4:00 p.m. CST) |
| Student Cumulative Record Label | No later than June 23, 2021 (4:00 p.m. CST) |
| Technical Report (Mississippi Specific) - final version to MDE | No later than October 30 annually.  |

##### 8. MISSISSIPPI DEPARTMENT OF EDUCATION

The specific responsibilities of the MDE are as stated below:

* Provide a contact person to work with the contractor to ensure quality control.
* Review and approve timeframes and work plans.
* Provide available information to assist the contractor.
* Provide Calendar of Events to Offeror.

##### 9. MANAGEMENT RESPONSIBILITIES OF PERSONNEL AND ADMINISTRATION

Except where expressly provided otherwise herein, each party shall bear its own cost incurred in performing its responsibilities hereunder. The contractor shall provide one (1) person who shall be responsible for all activities required to fulfill said contract. This individual shall be invested with the authority to make decisions and commitments on behalf of the contracted party during the performance of the solicitation.

The MDE shall also designate one (1) representative who shall act as the primary contact for this office. This representative shall be responsible for conferring with any and all parties necessary to resolve unanticipated issues or requirements that might occur during the course of the solicitation.

**10. MEMORANDUM OF UNDERSTANDING**

The execution of a Data Sharing Agreement (DSA) shall be required prior to the release of any student level data by the Mississippi Department of Education.  Failure to adhere to the provisions of the DSA may result in termination of the contract and/or may result in denial of subsequent renewal requests.

**11.** **ETHICS**

In compliance with State law, Contractor who is employed by a public entity agrees to make arrangements with his/her employer to take the appropriate leave (annual, professional, compensatory, etc.) during the period of service covered by this contract. Contractor also agrees not to utilize resources of the public employer to perform the services pursuant to this contract. Prior to execution of this contract, Contractor must submit to the MDE a Certification (on the MDE form) executed from his/her employer whereby the public employer acknowledges that it is aware of its employee working for the MDE.

**12. TERMINATION IN EVENT OF EMPLOYMENT**

Contract shall be terminated immediately if Contractor becomes an employee of the MDE and is only subject to payment of services prior to effective date of employment at the MDE.

###### 13. AVAILABLE BUDGET

Because of the scope of this project we believe it should be possible for different proposers to arrive at vastly differing estimates of resources required. It is anticipated that this shall allow the proposers to explain exactly what the State shall receive for this amount of funds and shall allow evaluators to determine the best proposals based upon the qualifications and the description of what the State shall receive in exchange for this amount.

Below are the number of English learners who participated in the English Language Proficiency Test in the academic years of 2017-2018 and 2018-2019. Please note that students for the upcoming school years may be more or less, but it must not result in a change in cost.

|  |  |  |
| --- | --- | --- |
| **Grade Level** | **Academic Year****2017-2018** | **Academic Year** **2018-2019** |
| Kindergarten | 1,783 | 1,806 |
| Grade 1 | 1,570 | 1,754 |
| Grade 2 | 1,526 | 1,524 |
| Grade 3 | 1,329 | 1,403 |
| Grade 4 | 1,204 | 1,156 |
| Grade 5 | 930 | 962 |
| Grade 6 | 622 | 678 |
| Grade 7 | 558 | 625 |
| Grade 8 | 553 | 503 |
| Grade 9 | 510 | 607 |
| Grade 10 | 446 | 431 |
| Grade 11 | 377 | 332 |
| Grade 12 | 193 | 299 |
| Large Print/Braille | 2 | 1 |
| Students with SCD | 117 | Took General ELPT due to no Alt-ELPT. |
| Non-public Students | 28 | 25 |
| Total | 11,748 | 12,106 |

###### 14. FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSALS

The proposal shall consist of eight (8) parts: Part I – Management Summary; Part II – Production; Part III – Additional Data; Part IV - Corporate Experience and Capacity; Part V – Personnel; Part VI – Resumes; Part VII – Cost Data; Part VIII – Acceptance of Conditions and Signed Attachments. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal.

The proposal shall be prepared with a 12-point font with single spacing; bound with no staples, clips or rubber bands; and limited to 1,000 pages.

Each page of the **original proposal** and all attachments shall be identified with the name of the Offeror.

The copy proposal shall consist of the eight (8) parts as follows and instructed on pages 4–6:

* **Part I** is a cover letter that shall be submitted as the **Management Summary** to provide the MDE the underlying philosophy of the firm for providing the specified service.
* **Part II** is the **Production** Proposalthat shall provide a detailed plan describing how the services shall be performed to meet the requirements of the solicitation. The plan and description should encompass the scope of work and responsibilities. The proposals must be prepared and organized in a clear and concise manner that is easily understandable. The proposal shall address the tasks to be accomplished, processes to be undertaken to accomplish those tasks and a proposed timeline for completion.
* **Part III** is the **Additional Data** section that shall provide any additional information that shall aid in evaluation of the response. Examples could include offeror’s work products (i.e., item specifications, administration manuals, technical manuals, research reports, technical services) that demonstrate the quality of work completed by the vendor on similar projects.
* **Part IV** is the **Corporate Experience and Capacity**, which shall provide satisfactory evidence of the vendor’s years of experience, capability to manage and coordinate the types of activities and provide the services described in this solicitation in a timely manner, and a statement on the extent of any corporate expansion required to handle the service. Special attention should be given to the qualifications listed in the Qualifications Section (page 36) of this solicitation. A discussion shall include a description of the vendor’s background and relevant experience as related to the described activities. A description and details of the relevant experience shall be included. Samples of previous work (program management plan, project schedules) should be included as well as letters of recommendation from current customers.
* **Part V** is **Personnel** that shall provide resumes of all those who shall be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operations of the contract.
* **Part VI** is the **References** sectionthat shall provide at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, length of the contract, a brief summary of the work, and the name of and telephone number of a responsible contact person.
* **Part VII** is the **Cost Data** that shall include the cost must encompass all requirements of this solicitation. In order to be considered, vendors must submit a proposal that includes the budget narrative that addresses all costs for services, expenses, and products specified in the solicitation. The cost data IS BINDING but is subject to BEING NEGOTIATED DOWN if your firm is chosen as a finalist. The MDE shall not pay any costs above this amount. A detailed budget narrative shall be included. This shall include the number of personnel proposed to be assigned to the contract and the total estimated cost of the labor portion of the contract (include a sample chart). Identify all non-labor costs and their estimated totals. Indirect costs shall not be allowed. The budget narrative should include all costs associated with the project. If a unit price shall be given for each service, the unit price shall be the same throughout the proposal. The Budget Summary form shall be completed and shall accompany the proposal as **Attachment D** (page 56).
* **Part VIII** is the **Acceptance of Standards Terms and Conditions and Signed Attachments** section where the Vendor shall indicate agreement with the standard terms and conditions as set forth beginning on page 41 of the solicitation. If the Vendor objects to any of the Standards Terms and Conditions, the Vendor shall so state and shall indicate any revisions desired by the Vendor. Please note that any revisions may be considered adequate cause for rejection of the proposal. Signed documents for **Attachments A-C** (pages 53-55) shall encompass this section.

It is the responsibility of the Offeror to separate the information marked Technical (unmarked) and Management (marked) for submission to the Office of Procurement. This information is outlined in detail in Section 14 **FORMAT AND PROCEDURE FOR DELIVERY OF PROPOSAL.**

##### 15. ACCEPTANCE OF PROPOSALS

The Mississippi Department of Education reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the solicitation, which does not affect the price of the proposal, or give one (1) party an advantage or benefit not enjoyed by other parties, or adversely impacts the interest of the Department. Waivers, when granted, shall in no way modify the solicitation requirements or excuse the party from full compliance with the solicitation specifications and other contract requirements if the party is awarded the contract.

**16. REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE**

 By submitting a proposal, the Offeror certifies that it is registered to do business in the

 State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already

 registered, that it shall do so within seven (7) business days of being offered an award.

 Sole proprietors are not required to register with the Mississippi Secretary of State.

17. REJECTION OF PROPOSALS

Any proposal shall be rejected in whole or in part when it is determined to be in the best interest of the State, as provided by the Public Procurement Review Board regulations. Reasons for rejecting a proposal include

1. The proposal contains unauthorized amendments to the requirements of the solicitation.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities, which make the proposal indefinite or ambiguous.
4. The proposal transmittal form is not signed by an authorized representative.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is unreasonable.
9. The products or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptable criteria set forth in the solicitation.
10. The proposal is received late. Late proposals shall be maintained unopened in the procurement file.
11. The proposal included vendor specific information or evidence.
12. The Offeror did not include a USB with the name of the vendor to provide a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.
13. The Offeror has filed bankruptcy, been implicated in fraud or been debarred.
14. The Offeror did not perform prior services in a proper, workmanlike, and/or dignified manner.
15. The Offeror currently owes the State money.

**17.1 EXCEPTIONS:**

The MDE reserves the right to reject any and all proposals, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the MDE.

18. DISPOSITION OF PROPOSALS

All submitted proposals become the property of the Mississippi Department of Education and shall not be returned to Offeror.

19. CONDITIONS OF SOLICITATION

The release of the solicitation does not constitute an acceptance of any offer, nor does such release in any way obligate the MDE to execute a contract with any other party.

The Offeror shall assure compliance with the following conditions of solicitation:

1. Any proposal submitted in response to the solicitation shall be in writing.
2. The MDEaccepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Offeror.
3. The award of a contract for any proposal is contingent upon the following:
* Favorable evaluation of the proposal;
* Approval of the proposal by the Office of Student Assessment in the Mississippi Department of Education;
* Successful negotiation of any changes to the proposal as required by the MDE;
* The State Board of Education approval, if required; and
* The Public Procurement Review Board approval, if required.
1. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of offered terms, services, or prices. Therefore, all parties are advised to propose their most favorable terms initially. Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements, but proposals may be accepted without such discussions.
2. The MDE reserves the right to cancel this solicitation when it is determined in writing to be in the best interest of the State as provided by the Public Procurement Review Board.
3. The RFP, its amendments, the offeror’s proposal and the Best and Final Offer shall constitute the contract.
4. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for receipt of proposals at the place designated for receipt is late. No late proposal, late modification, or late withdrawal shall be considered unless receipt would have been timely but for the action or inaction of State personnel directly serving the procurement activity.
5. Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the form Amendment B (page 54) with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi Department of Education by the time and at the place specified for receipt of proposals.
6. The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the Offeror’s prices.
7. The Offeror shall submit in writing any trade secrets or other proprietary data contained in the proposal that the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code. Offer must complete Attachment C (page 55) with the proposalidentifying any such information.

20. QUALIFICATIONS

The Offeror shall provide the following minimum information:

* The name of the Offeror, the location of the Offeror’s principal place of business and, if different, the place of performance of the proposed contract;
* The age of the Offeror’s business and average number of employees over a previous period of time, as specified in the solicitation ;
* The abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
* A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the solicitation; and,
* A plan giving as much detail as is practical explaining how the services shall be performed.

21. CRITERIA FOR EVALUATION OF PROPOSALS

The MDE shall ensure fair and equitable treatment of all persons and Offeror’s in regard to the evaluation process. The process provides for the selection of the best Offeror in accordance with State and Federal laws and regulations. Specifically, by the provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. A copy of which is available at 501 North West Street Suite 701E; Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.

The MDE reserves the right to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to execute a contract with any party rests solely with the MDE.

Proposals submitted by the specified time and containing the eight (8) parts described in the Format and Procedure for Delivery of Proposal section shall be evaluated by an Evaluation Committee selected by the MDE.

The specific criteria that shall be used in evaluating the merits of the solicitation are listed below. The criteria are weighted to yield a total of 100 points and shall include the following: Point total 100 points.

**A. TECHNICAL FACTORS (Proposed Methodology**) [33 Points] (Include in Format and Procedures for Delivery Section)

1. Proposal and qualifications demonstrate a clear understanding of the scope of work and related objectives. (7 points)
2. Proposal for performing the required services is complete and responsive to the specific RFP requirements. (12 points)
3. Past performance of the offeror's proposed methodology is documented. (4 points)
4. Advanced technology and techniques needed for assessment is documented. (10 points)

**B. MANAGEMENT FACTORS** [32 Points]

1. Project management documents meet the criteria outlined in the proposal. (10 points)
2. Documentation is included of vendor experience capability in performing similar work with complete Qualification Section and three (3) references. (10 points)

1. Availability of personnel, facilities, equipment and resources are documented for the requirements. (6 points)
2. Qualification and experience of proposed personnel is documented. (6 points)

**C. COST FACTORS** [35 points]

1. Costs are included with a complete budget narrative. Offeror costs will be analyzed using a formula.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, the MDE also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

Awards shall be made to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the State, taking into consideration the price and the evaluation factors set forth. Results of the evaluation and the recommendation of the evaluation team shall be forwarded to the State Board of Education (if applicable), and the Public Procurement Review Board (if applicable) for approval.

**22. PRE-CONFERENCE**

A pre-conference shall not be held for this procurement.

**23. ORAL PRESENTATIONS**

An oral presentation shall not be held for this procurement.

**24. ACKNOWELEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment form with the proposal. The acknowledgement must be received by the MDE by the time and at the place specified for receipt of proposals.

**25. NOTICE OF INTENT TO AWARD**

Award shall be publicly posted on the MDE’s website and MAGIC for 48 hours prior to Official award notices. After public posting, the MDE shall notify in writing to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the State taking into consideration evaluation factors set forth in the solicitation. The notice of intended Contract award shall be sent confirmation to the winning Offeror. Unsuccessful Offerors shall be notified in the same manner after the award has been accepted or declined.

**26. POST-AWARD VENDOR DEBRIEFING**

Vendors shall be given the opportunity to request a debriefing.  Upon notification of intent to award or notification of unsuccessful Offeror, vendor shall have three (3) business days to request a post-award debriefing in writing, by U.S. mail or electronic submission.  At a minimum, the debriefing should occur within four (4) business days after receipt of the vendor request.  The debriefing shall include the following:

1. Evaluation of significant weaknesses or deficiencies in the proposal;
2. Overall evaluated cost or price and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. Overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
4. Summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

**27. RIGHT TO PROTEST**

A. Interested Party means an actual or prospective Offeror that may be aggrieved by

 the solicitation or award of a contract, or by the protest.

1. Protestor means any actual or prospective Offeror who is aggrieved in connections with the solicitation or the award of a contract who files a protest.
2. Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the State agency.

 **27.1 Procedures for Filing Protests**

 Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

 Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Agency Head and provide a copy the Department of Finance and Administration Director of the Office of Personal and Professional Service Contract Review. The protest shall be submitted in writing within seven (7) calendar days of the award or within seven (7) calendar days of the solicitation posting if the protest is based on the solicitation.

 A protest is considered filed when received by the Agency head. Protests filed after the seven (7) day period shall not be considered.

 To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven (7) calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than seven (7) days of the solicitation posting or award.

27.2 Content of Protest

The written protest letter shall contain:

1. The name and address of the protester.

2. An appropriate identification of the procurement, the procurement number and if a

 contract has been awarded.

3. An explanation of the specific basis for the protest.

4. The protesting Offeror must provide facts and evidence to support the protest.

5. Provide statement of reason for the protest, supporting exhibits, evidence, or

 documents to substantiate any claim unless not available within the filing time in

 which case the expected availability date shall be indicated.

5. Place protest letter in an envelope clearly marked “Protest.”

6. A protest is considered filed when received by the MDE, or designee. Protests filed

 after the seven (7) calendar days shall not be considered.

**27.3 Protest Decision**

 The MDE in collaboration with the Special Assistant Attorney General shall promptly issue a decision in writing. The decision shall:

1. state the reason for the action taken; and
2. inform the protestant of its right to administrative review.

**28. AUDIT**

The MDE may conduct random audits to monitor Contractor performance. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their cost. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

**29. PERFORMANCE BOND**

Within ten (10) days of execution of contract and prior to commencement of services under this agreement, Contractor shall provide the Mississippi Department of Education with a Performance Bond in the amount of this agreement, which bond shall be maintained for the prompt and faithful performance of all Contractor’s obligations under this agreement by a surety or sureties that are acceptable to the Mississippi Department of Education.

**30. STANDARD TERMS AND CONDITIONS**

Certain terms and conditions are required for contracting. Therefore, the Offeror shall assure agreement and compliance with the following standard terms and conditions.

1. **ACCESS TO RECORDS**

Contractor agrees that the MDE, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of Contractor related to Contractor’s charges and performance under this agreement. Such records shall be kept by Contractor for a period of three (3) years after final payment under this agreement, unless the MDE authorizes their earlier disposition. Contractor agrees to refund to the MDE any overpayment disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

1. ANTI-ASSIGNMENT/SUBCONTRACTING

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

1. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

1. **APPROVAL CLAUSE**

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

##### AUTHORITY TO CONTRACT

Contractor warrants (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

##### AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDE, the MDE shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDE of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

1. **BOARD APPROVAL**

It is understood that this contract is void and no payment shall be made in the event that the Mississippi Board of Education and/or the State Board of Education does not approve this contract.

##### COMPLIANCE WITH LAWS

Contractor understands that the MDE is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor shall strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

1. **CONTRACTOR PERSONNEL**

TheAgency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency*.* The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.

##### COPYRIGHTS

Contractor agrees the MDE shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants the MDEa royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Contractor further agrees that all material produced and/or delivered under this contract shall not, to the best of Contractor's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in Contractor's opinion be likely to become, the subject of any infringement claim or suit, Contractor shall procure the rights to such material or replace or modify the material to make it non-infringing.

1. **DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

* + 1. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three (3) year period preceding this proposal or qualification, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three (3) year period preceding this proposal or qualification been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three (3) year period preceding this proposal or qualifications had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

##### DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq*.

1. **E-PAYMENT**

Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

1. **E-VERIFICATION**

If applicable, Contractor represents and warrants that it shall ensure its compliance with the Mississippi Employment Protection Act of 2008 and shall register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract

in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Contractor

by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both. In the event of such cancellation/termination, Contractor would also be liable for

any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

##### EXCEPTIONS TO CONFIDENTIAL INFORMATION

Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

(1) is rightfully known to the recipient prior to negotiations leading to this agreement,

 other than information obtained in confidence under prior engagements;

(2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

(3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

(4) is independently developed by the recipient without any reliance on confidential information;

1. is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
2. is disclosed with the disclosing party’s prior written consent.
3. **INDEMNIFICATION**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the members of the Mississippi Board of Education, the MDE, and its commission members, officers, employees, agents and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.  In the State’s sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc.  In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense.  Contractor shall not settle any claim, suit, etc. without the State’s concurrence, which the State shall not unreasonably withhold.

##### INDEPENDENT CONTRACTOR

Contractor shall perform all services as an independent contractor and shall at no time act as an agent for the State. No act performed or representation made, whether oral or written, by Contractor with respect to third parties shall be binding on the MDE.

1. **INDEPENDENT PRICE DETERMINATION**

Contractor certifies that the price submitted was independently arrived at without collusion.

1. **INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL**

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the MDE shall result in the immediate termination of this agreement.

1. **LEGAL AND TECHNICAL SUPPORT**

Contractor shall utilize its knowledge and understanding of applicable legal standards and comply with recognized professional standards and generally accepted measurement principles applicable to assessments and uses of the type described in this contract, including but not limited to standards relating to validity and reliability. Contractor shall consult with the MDE concerning its implementation of the requirements of this section. In the event of a challenge in which the validity or reliability of the use of an assessment developed under this contract is an issue (other than a challenge based on infringement of copyright or other proprietary rights of a third party), Contractor shall cooperate with the MDE and/or the State of Mississippi in the defense of the assessment and shall provide reasonable technical and legal support with regard to Contractor's activities under this contract without additional charges to the MDE or the State.

##### MODIFICATION OR RENEGOTIATION

This agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

##### PRICE ADJUSTMENT

(1) **Price Adjustment Methods.** Any adjustments in contract price, pursuant to a clause

     in this contract, shall be made in one or more of the following ways:

     (a) by agreement on a fixed price adjustment before commencement of the

          Additional performance;

     (b) by unit prices specified in the contract;

     (c) by the costs attributable to the event or situation covered by the clause, plus

          appropriate profit or fee, all as specified in the contract; or,

     (d) by the price escalation clause.

(2) **Submission of Cost or Pricing Data.** Contractor shall provide cost or pricing data

 for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing

      Data) of the *Mississippi Public Procurement Review Board Office of Personal*

*Service Contract Review Rules and Regulations*.

**23. PAYMODE**

Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**24. PERSONNEL**

Contractor agrees that, at all times, the employees of contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

##### 25. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi, 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

##### 26. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s proposal or qualification.

##### 27. REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

##### 28. STOP WORK ORDER

(1) **Order to Stop Work**: The Chief Procurement Officer, may, by written order to

     Contractor at any time, and without notice to any surety, require Contractor to stop all

 or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the Termination for Default

     clause or the Termination for Convenience clause of this contract.

(2) **Cancellation or Expiration of the Order**: If a stop work order issued under

 this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

    (a) the stop work order results in an increase in the time required for, or in Contractor’s

 properly allocable to, the performance of any part of this contract; and,

    (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) **Termination of Stopped Work**: If a stop work order is not canceled and the work

 covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) **Adjustments of Price:** Any adjustment in contract price made pursuant to this

     clause shall be determined in accordance with the Price Adjustment clause of this

     contract.

##### 29. TERMINATION FOR CONVENIENCE

1. *Termination*. The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

1. *Contractor’s Obligations*. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor shall stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

##### 30. TERMINATION FOR DEFAULT

1. **Default.** If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as shall ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor’s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor’s Duties.** Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the MDE has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the MDE for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor’s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, “Termination for Convenience,” in cost-reimbursement contracts, “Termination”). “Termination for Convenience.” (As used in this Paragraph of this clause, the term “subcontractor” means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the MDE, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**31. TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the MDE upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**32. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**33. TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, shall be redacted.

**34. UNSATISFACTORY WORK**

If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

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| --- |
| **Tentative Timeline****English Language Proficiency Test (ELPT)** |
| June 29, 2020 | Release of Request for Proposal (RFP) |
| June 29, 2020July 6, 2020 | Advertisement of RFP dates in The Clarion Ledger |
| June 29, 2020 | Mail, email, and post to the MDE website |
| July 10, 2020 | Deadline for questions |
| July 13, 2020 | Deadline for program office response to questions and posting to website |
| July 21, 2020 | Solicitation due by 5:00 p.m. Central Time (CT) to Procurement |
| July 22, 2020 | Proposal opening |
| July 24-29, 2020 | Evaluation of proposals |
| July 30, 2020 | Notice of intent to Award |
| August 6, 2020 | Post-Award debriefing  |
| August 6, 2020 | Protest deadline  |
| September 24, 2020 | Contract to The Mississippi Board of Education |
| October 7, 2020 | Contract to Public Procurement Review Board (PPRB)  |
| Executed after signatures are obtained | Contract start date |

ATTACHMENT A

**TRANSMITTAL FORM**

**English Language Proficiency Test (ELPT)**

## Name of Offeror: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Location of Offeror’s Principal Place of Business:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Location of Place of Performance (if different from above):**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

### Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_ \_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_

**Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_**

By my signature below, I hereby represent that I am authorized to and do bind the Offeror to the provisions of the attached proposal or qualification. I have thoroughly read and understand this solicitation and the attachments herein. I agree to perform the specified personal and professional services in accordance with provisions set forth in the solicitation. I fully understand and shall assure compliance with the Conditions of Solicitation and Standard Terms and Conditions contained in the solicitation I shall secure, at my own expense, applicable personnel who shall be qualified to perform the duties required under this solicitation. Furthermore, I am fully aware of the evaluation criteria to be utilized in awarding the contract.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signature Date

**Proposal Due Date: July 21, 2020, 5:00 p.m., Central Time (CT)**

**Mississippi Department of Education: Office of Procurement**

**ATTENTION: Monique Corley**

**English Language Proficiency Test (ELPT)**

**See page number 5 for delivery addresses.**

ATTACHMENT B

**CERTIFICATIONS AND ASSURANCES**

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

CONTINGENT FEES FORM

The prospective contractor represents as a part of such contractor’s proposal or qualification that such contractor *has ( ) or has not ( )* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

##### REPRESENTATION REGARDING GRATUITIES

The Offeror, or Contractor represents that it has not violated, is not violating, and promises that it shall not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**ACKNOWLEDGEMENT OF AMENDMENTS**

I acknowledge all amendments, if any, to this solicitation.

Responses to questions shall be treated as amendments to the solicitation and shall require acknowledgment.

**PROSPECTIVE CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES**

The prospective Contractor represents as a part of such Contractor’s qualification that such Contractor ***has ( ) or has not ( )*** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**FEDERAL DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for federal debarment on [www.sam.gov](http://www.sam.gov) – System for Award Management.

**STATE OF MISSISSIPPI DEBARMENT CERTIFICATION:**

I hereby certify that Contractor is not on the list for debarment on [www.sos.ms.gov](http://www.sos.ms.gov) for doing business with the State of Mississippi or with any Mississippi State Agency.

**PARTNERSHIP DEBARMENT CERTIFICATION:**

I hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to the MDE.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title of Solicitation**

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**Offeror’s Name Date**

ATTACHMENT C

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**PROPRIETARY INFORMATION**

The enclosed proposal or qualification ***does ( ) or does not ( )*** contain trade secrets or other proprietary data which the Offeror wishes to remain confidential in accordance with Section 25-61-9 and 79-23-1 of the Mississippi Code.

If the enclosed proposal does include pages that the Offeror wishes to designate as proprietary, please list page numbers below.

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**Title of Solicitation**

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**Offeror’s Name Date**

***Note:*** *Please be sure to* ***check the applicable word or words*** *provided in Attachment B and C above. Failure to check the applicable word or words and to sign the form may result in being rejected as nonresponsive.*

ATTACHMENT D

**BUDGET SUMMARY FORM**

(Insert table and instructions for consistency with vendor response)